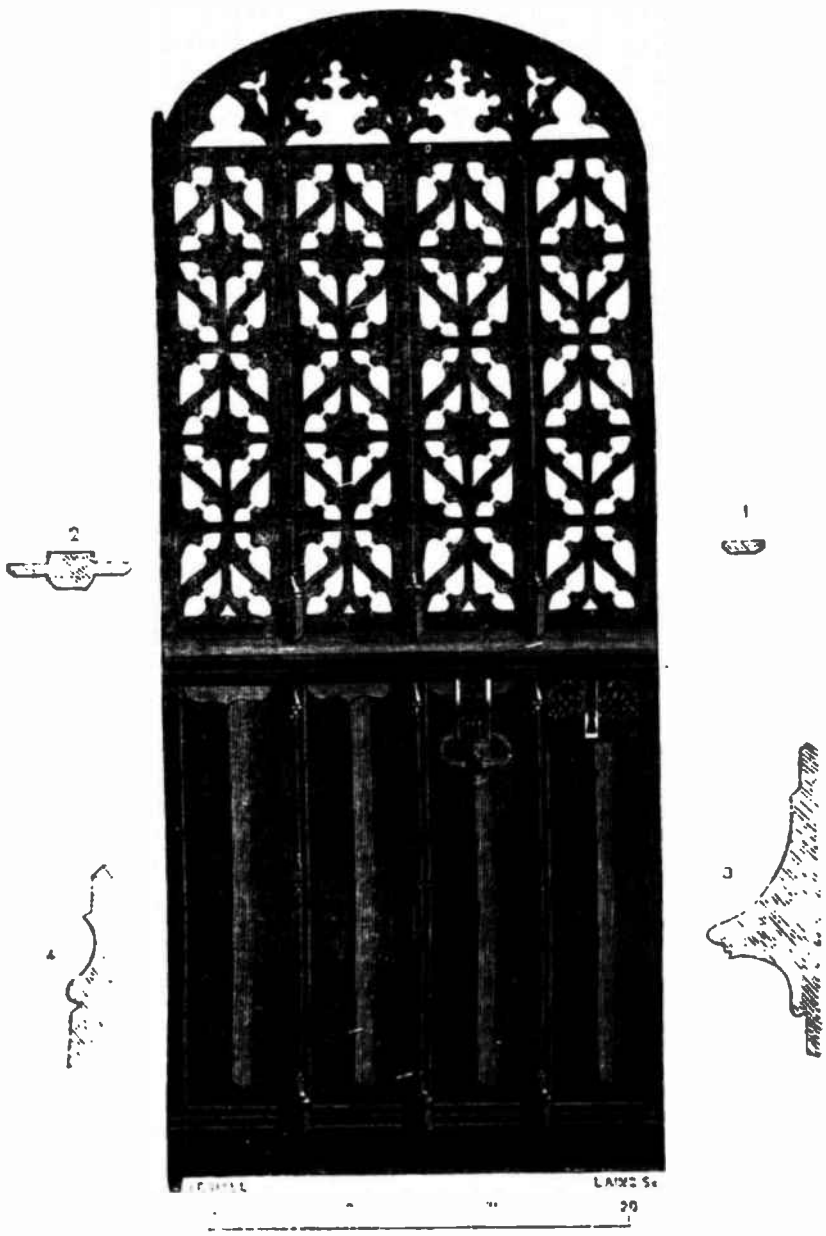
WROUGHT IRON DOOR FROM ROUEN CATHEDRAL.



DOOR FROM ROUEN CATHEDRAL.

PHILIPPE DE LA ROSE, Chancellor of Rouen, who died in 1460, bequeathed a legacy for the adornment of the cathedral: with this was erected the beautiful stone screen that encloses the entrance to the sacristy, the curious wrought-iron door of which is represented in the annexed engraving.

The accompanying sections are one-fourth full size, and show—1st. Tracery bar; 2nd. Mullion; 3rd. Cornice in middle part of door; 4th. Plinth.

The rose introduced in this work is evidently (in accordance with a practice prevalent at that period) a rebus, allusive to the name of its founder. J. G. H.

THE BLOOMSBURY BUILDING SOCIETY.

HARSANT v. CRANE.

IMPORTANT DECISION.—This was an action brought in the Shoreditch County Court to recover the sum of 21*l.* 2s. 6d. for thirteen quarters' ground-rent of a house leased to the defendant by the plaintiff (who is director of the Bloomsbury Building Society), on the 1st of March, 1848, and which the defendant had mortgaged to the society for the sum of 500*l.*

The attendance of the attesting witness having been dispensed with by the consent of both parties, the defendant's attorney proceeded to state that his client, who is a poor man, finding the premises were not suitable for the purposes of his business, and that he was getting considerably in arrear and utterly incapable of paying the fines imposed upon him by the society, gave up the key of the premises in compliance with a proposition made by Mr. Saunders, the secretary to the society, who promised him that no further claim should be made upon him, and that the society would undertake to pay all rates and taxes then due or which might accrue in respect of such premises. He (the defendant's attorney) therefore contended that the taking of the key through the agency of the secretary was in law a surrender of the property. In support of this view a passage was referred to in Comyn's Treatise on the Law of Landlord and Tenant, p. 340, and it was submitted that if there had been any claim on the part of the plaintiff either in law or in justice, the matter would not have been allowed to go on for thirteen quarters. The society had, moreover, received the rent of the house, and had therefore paid themselves.

His Honour (Mr. Serjt. Storks).—But you must go a great deal further. You must first prove that the money was paid to the lessor, or that he assented to the payment of it to the society.

The defendant's attorney submitted that there could be no doubt as to the plaintiff being an assenting party. He, as the director of the society, was one of the recipients of the money, and could not surely turn round and say it was received without his knowledge.

The plaintiff admitted that he was director of the society, but could not say positively whether they had received the rents, or whether they had taken possession of the premises. If they had done so they had acted without his authority.

His Honour thought it extraordinary that the plaintiff had allowed his claim to be sleeping so long, and inquired how it happened that he had not applied to the defendant before.

The plaintiff said the fact was the defendant had mortgaged the house for considerably more than it was worth, and he had allowed the claim to stand over from time to time.

Mr. Clarke, the plaintiff's attorney, observed that the defendant, after having mortgaged the house for 500*l.* had thrown it upon the hands of the society to whom he was considerably indebted. He (Mr. Clarke) submitted that there had been no surrender on the part of the lessor. The defendant's attorney had confounded that gentleman with the mortgagees.

Mr. Robt. Saunders (the secretary) denied that he had made any such proposal as that which had been stated, or that he had requested the defendant to deliver up the key.

His Honour was clearly of opinion that the delivery of the key did not amount to a surrender, and that opinion was confirmed by high legal authorities. The plaintiff must be made a party to the transaction; but the delivery of the key did not dispose of the covenants of a deed under a seal. The Statute of Frauds required a surrender of a demise to be in writing. It might be very unjust going on making this poor man pay, but as the case stood the plaintiff was entitled to a verdict. It was true the

To learn how to use OCR and PDF Compression go to ThePaperlessOffice.org